



Banca Popolare di Sondrio

Società cooperativa per azioni - Fondata nel 1871
Sede sociale e Direzione generale: I-23100 Sondrio SO - Piazza Garibaldi, 16
Tel. 0342/528.111 - Fax 0342/528.204

SEDE CENTRALE

UNITED STATES BANKRUPTCY COURT
Southern District of New York
Attn : Clerk of Court
Alexander Hamilton Custom House
One Bowling Green
New York, NY 10004-1408



IN THE UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK



----- x
In re:) Chapter 11
LEHMAN BROTHERS HOLDINGS, INC.) Case No. 08-13555 (JMP)
Debtor.) (Jointly Administered)
----- x

NOTICE OF PARTIAL TRANSFER OF CLAIM
PURSUANT TO FRBP RULE 3001(e)(2)

1. TO: **BANCA MONTE DEI PASCHI DI SIENA SPA ("Transferor")**
Via Rosellini 16
Milano, 20124
Italy
Attn Valeria Viganò

2. Please take notice of the transfer of an undivided interest in the amount of USD 9,905.70 (EUR 7,000.00), of your claim against LEHMAN BROTHERS HOLDINGS INC. Case No. 08-13555 (JMP) in the above-referenced consolidated proceedings, arising from and relating to the guaranty of certain underlying securities described in Claim No. 56130 (attached as Exhibit A hereto), to:

BANCA POPOLARE DI SONDRIO S.c.p.A. ("Transferee")
Servizio Finanza – Amministrazione Titoli
Piazza Garibaldi, 16
Sondrio, 23100
Italy
Attn Gerry De Alberti

An evidence of transfer of claim (including details as to the underlying securities) is attached hereto as Exhibit B. All notices regarding the transferred portion of the claim should be sent to the Transferee as the address attached in Exhibit C.

3. No action is required if you do not object to the transfer of your claim. However, **IF YOU OBJECT TO THE TRANSFER OF YOUR CLAIM, WITHIN 21 DAYS OF THE DATE OF THIS NOTICE, YOU MUST:**

■ **FILE A WRITTEN OBJECTION TO THE TRANSFER** with:

United States Bankruptcy Court
Southern District of New York
Attn: Clerk of Court
Alexander Hamilton Custom House
One Bowling Green
New York, NY 10004-1408

■ **SEND A COPY OF YOUR OBJECTION TO THE TRANSFEREE.**

- Refer to **INTERNAL CONTROL NO.** _____ in your objection and any further correspondence related to this transfer.

4. If you file an objection, a hearing will be scheduled. **IF YOUR OBJECTION IS NOT TIMELY FILED, THE TRANSFEREE WILL BE SUBSTITUTED FOR THE TRANSFEROR ON OUR RECORDS AS A CLAIMANT IN THIS PROCEEDING WITH RESPECT TO THE TRANSFERRED PORTION.**

CLERK

FOR CLERK'S OFFICE USE ONLY:

This notice was mailed to the first named party, by first class mail, postage prepaid on _____, 2011.

INTERNAL CONTROL NO. _____

Copy: (check) Claims Agent _____ Transferee _____ Debtor's Attorney _____

Deputy Clerk



United States Bankruptcy Court/Southern District of New York Lehman Brothers Holdings Claims Processing Center c/o Epiq Bankruptcy Solutions, LLC FDR Station, P.O. Box 5076 New York, NY 10150-5076		LEHMAN SECURITIES PROGRAMS PROOF OF CLAIM	
In Re: Lehman Brothers Holdings Inc., et al., Debtors.		Chapter 11 Case No. 08-13555 (JMP) (Jointly Administered)	
Note: This form may not be used to file claims other than those based on Lehman Programs Securities as listed on http://www.lehman-docket.com as of July 17, 2009			
Name and address of Creditor: (and name and address where notices should be sent if different from Creditor) Banca Monte dei Paschi di Siena S.p.A. Piazza Salimbeni, 3 53100 Siena Italy Attention: Mr. Gianluca Serra		<div style="text-align: right;"> Filed: USBC - Southern District of New York Lehman Brothers Holdings Inc., Et Al. 08-13555 (JMP) 0000056130 </div> <div style="text-align: center;">  </div> <div> <input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim. Court Claim Number: _____ (If known) </div> <div> Filed on: _____ </div>	
Telephone number: +39 0577 293760 Email Address: gianluca.serra@mpscapitalservice.it		<div> <input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars. </div>	
Name and address where payment should be sent (if different from above) Telephone number: _____ Email Address: _____		1. Provide the total amount of your claim based on Lehman Programs Securities. Your claim amount must be the amount owed under your Lehman Programs Securities as of September 15, 2008, whether you owned the Lehman Programs Securities on September 15, 2008 or acquired them thereafter, and whether such claim matured or became fixed or liquidated before or after September 15, 2008. The claim amount must be stated in United States dollars, using the exchange rate as applicable on September 15, 2008. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the claim amounts for each Lehman Programs Security to which this claim relates. Amount of Claim: <u>See attached</u> (Required) <input checked="" type="checkbox"/> Check this box if the amount of claim includes interest or other charges in addition to the principal amount due on the Lehman Programs Securities.	
2. Provide the International Securities Identification Number (ISIN) for each Lehman Programs Security to which this claim relates. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the ISINs for the Lehman Programs Securities to which this claim relates. International Securities Identification Number (ISIN): <u>See attached</u> (Required)			
3. Provide the Clearstream Bank Blocking Number, a Euroclear Bank Electronic Reference Number, or other depository blocking reference number, as appropriate (each, a "Blocking Number") for each Lehman Programs Security for which you are filing a claim. You must acquire a Blocking Number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the Blocking Numbers for each Lehman Programs Security to which this claim relates. Clearstream Bank Blocking Number, Euroclear Bank Electronic Instruction Reference Number and or other depository blocking reference number: <u>See attached</u> (Required)			
4. Provide the Clearstream Bank, Euroclear Bank or other depository participant account number related to your Lehman Programs Securities for which you are filing this claim. You must acquire the relevant Clearstream Bank, Euroclear Bank or other depository participant account number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). Beneficial holders should not provide their personal account numbers. Accountholders Euroclear Bank, Clearstream Bank or Other Depository Participant Account Number: <u>See attached</u> (Required)			
5. Consent to Euroclear Bank, Clearstream Bank or Other Depository: By filing this claim, you consent to, and are deemed to have authorized, Euroclear Bank, Clearstream Bank or other depository to disclose your identity and holdings of Lehman Programs Securities to the Debtors for the purpose of reconciling claims and distributions.		<div style="border: 2px solid black; padding: 5px; text-align: center;"> FOR COURT USE ONLY FILED / RECEIVED OCT 29 2009 EPIQ BANKRUPTCY SOLUTIONS, LLC </div>	
Date: October 27, 2009	Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any. Name: Antonio Vigni Title: General Manager <div style="text-align: center; margin-top: 10px;">  </div>		
Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571			

EXHIBIT 1

ISIN - Code	Clearstream blocking #	Clearstream account #	Issuer	Nominal Amount
XS0148360042	CA40534	86230	Lehman Brothers Treasury Co. B.V.	€ 5,000.00
XS0162289663	CA40536	86230	Lehman Brothers Treasury Co. B.V.	€ 508,000.00
XS0162289663	CA27836	86230	Lehman Brothers Treasury Co. B.V.	€ 5,000.00
XS0163559841	CA40535	86230	Lehman Brothers Treasury Co. B.V.	€ 668,000.00
XS0163559841	CA45439	86230	Lehman Brothers Treasury Co. B.V.	€ 8,000.00
XS0166188457	CA40532	86230	Lehman Brothers Treasury Co. B.V.	€ 17,500,000.00
XS0176153350	CA40530	86230	Lehman Brothers Treasury Co. B.V.	€ 15,588,000.00
XS0176153350	CA74200	86230	Lehman Brothers Treasury Co. B.V.	€ 10,000.00
XS0176153350	CA02877	86230	Lehman Brothers Treasury Co. B.V.	€ 15,000.00
XS0178969209	CA40529	86230	Lehman Brothers Treasury Co. B.V.	€ 2,334,000.00
XS0181945972	CA50421	86230	Lehman Brothers Treasury Co. B.V.	€ 2,023,000.00
XS0185655445	CA40531	86230	Lehman Brothers Treasury Co. B.V.	€ 578,000.00
XS0189294225	CA40527	86230	Lehman Brothers Treasury Co. B.V.	€ 755,000.00
XS0195431613	CA40521	86230	Lehman Brothers Treasury Co. B.V.	€ 372,000.00
XS0197173643	CA40523	86230	Lehman Brothers Treasury Co. B.V.	€ 592,000.00
XS0200284247	CA40526	86230	Lehman Brothers Treasury Co. B.V.	€ 3,802,000.00
XS0202417050	CA40524	86230	Lehman Brothers Treasury Co. B.V.	€ 325,000.00
XS0208459023	CA40525	86230	Lehman Brothers Treasury Co. B.V.	€ 6,832,000.00
XS0209198927	CA40518	86230	Lehman Brothers Treasury Co. B.V.	\$ 50,000.00
XS0210782552	CA40520	86230	Lehman Brothers Treasury Co. B.V.	€ 3,824,000.00
XS0211093041	CA40522	86230	Lehman Brothers Treasury Co. B.V.	€ 2,387,000.00
XS0211814123	CA40519	86230	Lehman Brothers Treasury Co. B.V.	€ 4,790,000.00
XS0213971210	CA40515	86230	Lehman Brothers Treasury Co. B.V.	€ 2,623,000.00
XS0215349357	CA40514	86230	Lehman Brothers UK Capital Funding L.P.	€ 68,000.00
XS0218304458	CA40517	86230	Lehman Brothers Treasury Co. B.V.	€ 412,000.00
XS0220152069	CA40516	86230	Lehman Brothers Treasury Co. B.V.	€ 5,643,000.00
XS0220704109	CA40507	86230	Lehman Brothers Treasury Co. B.V.	€ 781,000.00
XS0229269856	CA40512	86230	Lehman Brothers UK Capital Funding II	€ 140,000.00
XS0271893694	CA40511	86230	Lehman Brothers Treasury Co. B.V.	€ 10,000.00
XS0282978666	CA40513	86230	Lehman Brothers UK Capital Funding IV	€ 315,000.00
XS0283497005	CA40510	86230	Lehman Brothers Treasury Co. B.V.	€ 60,000.00
XS0286302988	CA40505	86230	Lehman Brothers Treasury Co. B.V.	€ 10,000.00
XS0286535223	CA40509	86230	Lehman Brothers Treasury Co. B.V.	€ 5,000.00
XS0290596161	CA40498	86230	Lehman Brothers Treasury Co. B.V.	€ 5,052,000.00
XS0295438369	CA40502	86230	Lehman Brothers Treasury Co. B.V.	€ 40,000.00
XS0301813522	CA40500	86230	Lehman Brothers UK Capital Funding V	\$ 96,000.00
XS0302634059	CA40508	86230	Lehman Brothers Treasury Co. B.V.	€ 14,240,000.00
XS0305646696	CA40499	86230	Lehman Brothers Treasury Co. B.V.	€ 19,228,000.00
XS0305646696	CA45417	86230	Lehman Brothers Treasury Co. B.V.	€ 8,000.00
XS0210433206	CA40504	86230	Lehman Brothers Treasury Co. B.V.	€ 427,000.00
XS0232364868	CA40506	86230	Lehman Brothers Treasury Co. B.V.	€ 341,000.00

EXHIBIT 2

ISIN - Code	Nominal Amount (EUR)	Interest** (EUR)	Total (EUR)	Nominal Amount (USD) *	Interest (USD) *	Total (USD) *
IT0006578600	292,000.00	5,741.57	297,741.57	413,209.20	8,124.89	421,334.09
XS0148360042	5,000.00	0.00	5,000.00	7,075.50	0.00	7,075.50
XS0162289663	513,000.00	5,586.01	518,586.01	725,946.30	7,904.76	733,851.06
XS0163559841	676,000.00	13,079.99	689,079.99	956,607.60	18,509.50	975,117.10
XS0176153350	15,613,000.00	443,827.63	16,056,827.63	22,093,956.30	628,060.48	22,722,016.78
XS0178969209	2,334,000.00	64,246.85	2,398,246.85	3,302,843.40	90,915.72	3,393,759.12
XS0181945972	2,023,000.00	48,393.80	2,071,393.80	2,862,747.30	68,482.07	2,931,229.37
XS0185655445	578,000.00	14,408.67	592,408.67	817,927.80	20,389.71	838,317.51
XS0189294225	755,000.00	12,865.12	767,865.12	1,068,400.50	18,205.43	1,086,605.93
XS0195431613	372,000.00	3,142.40	375,142.40	526,417.20	4,446.81	530,864.01
XS0197173643	592,000.00	2,442.00	594,442.00	837,739.20	3,455.67	841,194.87
XS0200284247	3,802,000.00	113,427.73	3,915,427.73	5,380,210.20	160,511.58	5,540,721.78
XS0202417050	325,000.00	8,614.48	333,614.48	459,907.50	12,190.35	472,097.85
XS0208459023	6,832,000.00	152,723.89	6,984,723.89	9,667,963.20	216,119.58	9,884,082.78
XS0210782552	3,824,000.00	83,588.82	3,907,588.82	5,411,342.40	118,286.54	5,529,628.94
XS0211093041	2,387,000.00	27,522.35	2,414,522.35	3,377,843.70	38,946.88	3,416,790.58
XS0211814123	4,790,000.00	115,129.09	4,905,129.09	6,778,329.00	162,919.18	6,941,248.18
XS0213971210	2,623,000.00	25,870.65	2,648,870.65	3,711,807.30	36,609.56	3,748,416.86
XS0215349357	68,000.00	1,407.63	69,407.63	96,226.80	1,991.94	98,218.74
XS0218304458	412,000.00	9,481.64	421,481.64	583,021.20	13,417.47	596,438.67
XS0220152069	5,643,000.00	15,460.13	5,658,460.13	7,985,409.30	21,877.63	8,007,286.93
XS0220704109	781,000.00	9,149.81	790,149.81	1,105,193.10	12,947.90	1,118,141.00
XS0229269856	140,000.00	7,037.77	147,037.77	198,114.00	9,959.15	208,073.15
XS0282978666	315,000.00	7,046.52	322,046.52	445,756.50	9,971.53	455,728.03
XS0283497005	60,000.00	1,659.76	61,659.76	84,906.00	2,348.73	87,254.73
XS0290596161	5,052,000.00	751,354.02	5,803,354.02	7,149,085.20	1,063,241.08	8,212,326.28
XS0295438369	40,000.00	0.00	40,000.00	56,604.00	0.00	56,604.00
XS0301813522				96,000.00	1,895.20	97,895.20
XS0210433206	427,000.00	14,880.66	441,880.66	604,247.70	21,057.62	625,305.32
XS0232364868	341,000.00	17,769.37	358,769.37	482,549.10	25,145.44	507,694.54
XS0166188457	17,500,000.00	111,233.50	17,611,233.50	24,764,250.00	157,406.53	24,921,656.53
XS0209198927				50,000.00	0.00	50,000.00
XS0271893694	10,000.00	331.11	10,331.11	14,151.00	468.56	14,619.56
XS0302634059	14,240,000.00	0.00	14,240,000.00	20,151,024.00	0.00	20,151,024.00
XS0305646696	19,236,000.00	0.00	19,236,000.00	27,220,863.60	0.00	27,220,863.60
XS0301086475	422,000.00	0.00	422,000.00	597,172.20	0.00	597,172.20
XS0286302988	10,000.00	0.00	10,000.00	14,151.00	0.00	14,151.00
XS0286535223	5,000.00	0.00	5,000.00	7,075.50	0.00	7,075.50

Total Claim Amount \$ 163,061,881.24

* Amounts due in EUR have been converted to US Dollars using the exchange reference rate published by the European Central Bank for September 15, 2008: 1 EUR = 1.4151 USD.

** Interest accrued until September 14, 2008 (included).

AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM
LEHMAN PROGRAM SECURITY

TO: THE DEBTOR AND THE BANKRUPTCY COURT

1. For value received, the adequacy and sufficiency of which are hereby acknowledged, BANCA MONTE DEI PASCHI DI SIENA S.P.A. ("Seller"), acting on behalf of one or more of its customers (the "Customers"), hereby unconditionally and irrevocably sells, transfers and assigns to BANCA POPOLARE DI SONDRIO S.c.p.A.. (the "Purchaser"), and Purchaser hereby agrees to purchase, as of the date hereof, (a) an undivided interest, to the extent of the applicable percentage (together with the relevant allowed amount) specified in Schedule 1 attached hereto (the "Purchased Claim"), in Seller's right, title and interest in and to Proof of Claim Number 56130 filed by or on behalf of Seller (the "Proof of Claim") against Lehman Brothers Holdings Inc., debtor in proceedings for reorganization (the "Proceedings") in the United States Bankruptcy Court for the Southern District of New York (the "Court"), administered under Case No. 08-13555 (JMP) (the "Debtor"); (b) all rights and benefits of [Seller/its Customers] relating to the Purchased Claim, including without limitation (i) any right to receive cash, securities, instruments, interest, damages, penalties, fees or other property, which may be paid or distributed with respect to the Purchased Claim, excluding distributions received by Seller on behalf of its Customer (the "Excluded Distributions"), or with respect to any of the documents, agreements, bills and/or other documents (whether now existing or hereafter arising) which evidence, create and/or give rise to or affect in any material way the Purchased Claim, whether under a plan or reorganization or liquidation, pursuant to a liquidation, or otherwise, (ii) any actions, claims (including, without limitation, "claims" as defined in Section 101(5) of Title 11 of the United States Code (the "Bankruptcy Code")), rights or lawsuits of any nature whatsoever, whether against the Debtor or any other party, arising out of or in connection with the Purchased Claim, (iii) any rights and benefits arising out of or in connection with any exhibit, attachment and/or supporting documentation relating to the Purchased Claim, and (iv) any and all of its Customer's right, title and interest in, to and under the transfer agreements, if any, under which Customer or any prior seller acquired the rights and obligations underlying or constituting a part of the Purchased Claim, but only to the extent related to the Purchased Claim, (c) any and all proceeds of any of the foregoing (collectively, as described in clauses (a), (b), and (c), the "Transferred Claims"), and (d) the security or securities (any such security, a "Purchased Security") relating to the Purchased Claim and specified in Schedule 1 attached hereto.

2. Seller hereby represents and warrants to Purchaser that: (a) the Proof of Claim was duly and timely filed on or before 5:00 p.m. (prevailing Eastern Time) on November 2, 2009 in accordance with the Court's order setting the deadline for filing proofs of claim in respect of "Lehman Program Securities"; (b) the Proof of Claim relates to one or more securities expressly identified on the list designated "Lehman Programs Securities" available on <http://www.lehman-docket.com> as of July 17, 2009; (c) its Customer owns and has good and marketable title to the Transferred Claims, free and clear of any and all liens, claims, set-off rights, security interests, participations, or encumbrances created or incurred by Seller or against Seller; (d) Seller is duly authorized and empowered to execute and perform its obligations under this Agreement and Evidence of Transfer; (e) the Proof of Claim includes the Purchased Claim specified in Schedule 1 attached hereto; (f) neither Seller nor its Customer have engaged in any acts, conduct or omissions, or had any relationship with the Debtor or its affiliates, that will result in Purchaser receiving in respect of the Transferred Claims proportionately less payments or distributions or less favorable treatment than other unsecured creditors; and (g) the Notice of Proposed Allowed Claim Amount ("Notice") for the Proof of Claim provided to Purchaser is true and correct and no action was undertaken by Seller with respect to the Notice for the Proof of Claim.

3. Seller hereby waives any objection to the transfer of the Transferred Claims to Purchaser on the books and records of the Debtor and the Court, and hereby waives to the fullest extent permitted by law any notice or right to receive notice of a hearing pursuant to Rule 3001(e) of the Federal Rules of Bankruptcy Procedure, the Bankruptcy Code, applicable local bankruptcy rules or applicable law, and consents to the substitution of Seller by Purchaser for all purposes in the case, including, without limitation, for voting and distribution purposes with respect to the Transferred Claims. Purchaser agrees to file a notice of transfer with the Court pursuant to Federal Rule of Bankruptcy Procedure 3001(e) including this Agreement and Evidence of Transfer of Claim. Seller acknowledges and understands, and hereby stipulates, that an order of the Court may be entered without further notice to Seller transferring to Purchaser the Transferred Claims, recognizing Purchaser as the sole owner and holder of the

Transferred Claims, and directing that all payments or distributions of money or property in respect of the Transferred Claim be delivered or made to Purchaser.

4. All representations, warranties, covenants and indemnities shall survive the execution, delivery and performance of this Agreement and Evidence of Transfer of Claim and the transactions described herein. Purchaser shall be entitled to transfer its rights hereunder without any notice to or the consent of Seller. Seller hereby agrees to indemnify, defend and hold Purchaser, its successors and assigns and its officers, directors, employees, agents and controlling persons harmless from and against any and all losses, claims, damages, costs, expenses and liabilities, including, without limitation, reasonable attorneys' fees and expenses, which result from Seller's breach of its representations and warranties made herein.

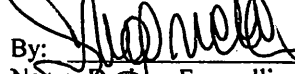
5. Seller shall promptly (but in any event no later than three (3) business days) remit any payments, distributions or proceeds received by Seller in respect of the Transferred Claims to Purchaser, other than the Excluded Distributions. Seller has transferred, or shall transfer as soon as practicable after the date hereof, to Purchaser each Purchased Security to such account, via Euroclear or Clearstream (or similar transfer method), as Purchaser may designate in writing to Seller. This Agreement and Evidence of Transfer supplements and does not supersede any confirmation, any other automatically generated documentation or any applicable rules of Euroclear or Clearstream (or similar transfer method) with respect to the purchase and sale of the Purchased Security.

6. Each of Seller and Purchaser agrees to (a) execute and deliver, or cause to be executed and delivered, all such other and further agreements, documents and instruments and (b) take or cause to be taken all such other and further actions as the other party may reasonably request to effectuate the intent and purposes, and carry out the terms, of this Agreement and Evidence of Transfer, including, without limitation, cooperating to ensure the timely and accurate filing of any amendment to the Proof of Claim.

7. Seller's and Purchaser's rights and obligations hereunder shall be governed by and interpreted and determined in accordance with the laws of the State of New York (without regard to any conflicts of law provision that would require the application of the law of any other jurisdiction). Seller and Purchaser each submit to the jurisdiction of the courts located in the County of New York in the State of New York. Each party hereto consents to service of process by certified mail at its address listed on the signature page below.


IN WITNESS WHEREOF, this AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM is executed as of the 8th day of May 2013.

BANCA MONTE DEI PASCHI DI SIENA S.P.A.

By: 
Name: Doriana Fragnelli
Title: Manager
Piazza Salimbeni, 3
53100 Siena (Italy)

Attn Valeria Viganò
Via Rosellini 16 - 20124 Milano
Tel 0039 02 69705714
Email bof.amministrazioneestero@banca.mps.it

BANCA POPOLARE DI SONDRIO S.p.A.

By: 
Name: Luigi Domenico Vido
Title: Head Office Bank Officer
Piazza Garibaldi 16
23100 Sondrio (Italy)

Attn. Gerry De Alberti
Tel 0039 0342 528927
e-mail gerry.dealberti@popso.it

Transferred Claims, and directing that all payments or distributions of money or property in respect of the Transferred Claim be delivered or made to Purchaser.

4. All representations, warranties, covenants and indemnities shall survive the execution, delivery and performance of this Agreement and Evidence of Transfer of Claim and the transactions described herein. Purchaser shall be entitled to transfer its rights hereunder without any notice to or the consent of Seller. Seller hereby agrees to indemnify, defend and hold Purchaser, its successors and assigns and its officers, directors, employees, agents and controlling persons harmless from and against any and all losses, claims, damages, costs, expenses and liabilities, including, without limitation, reasonable attorneys' fees and expenses, which result from Seller's breach of its representations and warranties made herein.

5. Seller shall promptly (but in any event no later than three (3) business days) remit any payments, distributions or proceeds received by Seller in respect of the Transferred Claims to Purchaser, other than the Excluded Distributions. Seller has transferred, or shall transfer as soon as practicable after the date hereof, to Purchaser each Purchased Security to such account, via Euroclear or Clearstream (or similar transfer method), as Purchaser may designate in writing to Seller. This Agreement and Evidence of Transfer supplements and does not supersede any confirmation, any other automatically generated documentation or any applicable rules of Euroclear or Clearstream (or similar transfer method) with respect to the purchase and sale of the Purchased Security.

6. Each of Seller and Purchaser agrees to (a) execute and deliver, or cause to be executed and delivered, all such other and further agreements, documents and instruments and (b) take or cause to be taken all such other and further actions as the other party may reasonably request to effectuate the intent and purposes, and carry out the terms, of this Agreement and Evidence of Transfer, including, without limitation, cooperating to ensure the timely and accurate filing of any amendment to the Proof of Claim.

7. Seller's and Purchaser's rights and obligations hereunder shall be governed by and interpreted and determined in accordance with the laws of the State of New York (without regard to any conflicts of law provision that would require the application of the law of any other jurisdiction). Seller and Purchaser each submit to the jurisdiction of the courts located in the County of New York in the State of New York. Each party hereto consents to service of process by certified mail at its address listed on the signature page below.

IN WITNESS WHEREOF, this AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM is executed as of the 8th day of May 2013.

BANCA MONTE DEI PASCHI DI SIENA S.P.A.

By: 

Name: Daniela Fragnelli

Title: Manager

Piazza Salimbeni, 3

53100 Siena (Italy)

Attn Valeria Viganò

Via Rosellini 16 - 20124 Milano

Tel 0039 02 69705714

Email bof.amministrazioneestero@banca.mps.it

BANCA POPOLARE DI SONDRIO S.p.A.

By: 

Name: Luigi Domenico Vido

Title: Head Office Bank Officer

Piazza Garibaldi 16

23100 Sondrio (Italy)

Attn. Gerry De Alberti

Tel 0039 0342 528927

e-mail gerry.dealberti@popso.it

Schedule I

Transferred Claims

Purchased Claim

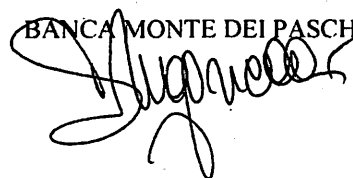
0.0491573% of isin XS0302634059 as described in the Proof of Claim, which relates to an allowed amount of USD 9,933.74 of isin XS0302634059;

Lehman Programs Securities to which Transfer Relates

Description of Security	ISIN Code	Issuer	Guarantor	Notional Amount (EUR)	Notional Amount (USD)*	Accrued Amount (EUR)	Accrued Amount (USD)*	Allowed Amount (USD) *
LEHMAN BROTHERS TREASURY BV EUR 4 07-2012	XS0302634059	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	7,000.00	9,905.70	7,000.00	9,905.70	9,933.74

*Amounts due in EUR have been converted to US Dollars using the exchange reference rate published by [the European Central Bank/Bloomberg] for September 15, 2008:
1 EUR = 1.4151 USD.

BANCA MONTE DEI PASCHI DI SIENA SPA



BANCA POPOLARE DI SONDRIO S.p.A.



Exhibit C

Address for Notices:

BANCA POPOLARE DI SONDRIO S.c.p.A.
Piazza Garibaldi, 16
Sondrio, 23100
Italy

Attn: Gerry De Alberti – Servizio Finanza / Amministrazione Titoli